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HOUSE STAFF AGREEMENT

THIS HOUSE STAFF AGREEMENT (this “Agreement”) is made this _____ day of _____ 200____, by and between **SAINT PETER’S UNIVERSITY HOSPITAL, INC.**, and _____(Name) the “**HOUSE OFFICER**” (SPUH and the HOUSE OFFICER, each a “Party” and collectively, the “Parties”).

INSTITUTION

INSTITUTION SAINT PETERS UNIVERSITY HOSPITAL, INC. (“SPUH”) (a New Jersey, non-profit, acute care teaching hospital)
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ADDRESS / LOCATION OF BUSINESS 254 Easton Avenue, New Brunswick, New Jersey 08901

HOUSE OFFICER

NAME	SOCIAL SECURITY NUMBER: (If available)	DOB
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HOME ADDRESS

HOME PHONE #	CELL PHONE #	HOME E-MAIL ADDRESS
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GRADUATE IN: <input type="checkbox"/> MEDICINE <input type="checkbox"/> OSTEOPATHY	GRADUATION DATE:
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NAME & ADDRESS OF MEDICAL OR OSTEOPATHIC SCHOOL

ECFMG NO.	DATE ISSUED	DATE EXPIRES
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EMPLOYMENT AUTHORIZATION	<input type="checkbox"/> US Citizen <input type="checkbox"/> Permanent resident	<input type="checkbox"/> J-1 <input type="checkbox"/> H-1B <input type="checkbox"/> OTHER
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APPOINTMENT INFORMATION

SERVE AS: RESIDENT <input type="checkbox"/> Preliminary <input type="checkbox"/> Categorical	PGY LEVEL:	RESIDENCY PROGRAM / SERVICE
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DURATION OF APPOINTMENT: FROM: _____ TO: _____	COMPENSATION: Annual Salary
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PREVIOUS HOUSE STAFF TRAINING: YES () NO ()

HOSPITAL NAME & ADDRESS	RESIDENCY PROGRAM
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PERIOD OF RESIDENCY PROGRAM YEAR FROM: _____ TO: _____	ACGME OR AOA APPROVED? <input type="checkbox"/> YES <input type="checkbox"/> NO
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LICENSE/PERMIT INFORMATION (if applicable)

N.J. STATE LIMITED PERMIT NO.	DATE ELIGIBLE	DATE ISSUED	DATE EXPIRES
N.J. STATE LICENSE NO.	DATE ELIGIBLE	DATE ISSUED	DATE EXPIRES

OUTLINE OF THE AGREEMENT

ARTICLE I	-	Appointment.
ARTICLE II	-	Duration of Appointment.
ARTICLE III	-	House Officer Duties and Responsibilities.
ARTICLE IV	-	Moonlighting.
ARTICLE V	-	Compensation.
ARTICLE VI	-	Benefits.
ARTICLE VII	-	Professional Liability Insurance.
ARTICLE VIII	-	Miscellaneous.

BACKGROUND

A. The House Officer (i) is duly authorized to engage in the practice of medicine in the State of New Jersey and wishes to participate as a PGY/PL- _____ in SPUH's postgraduate training program (the "Residency Program"), as described on Exhibit A, attached to and made a part of this Agreement; (ii) meets the eligibility requirements mandated by the New Jersey State Board of Medical Examiners (the "NJBME") and the Accreditation Council for Graduate Medical Education ("ACGME"), as more particularly described in Section 2, Policy No. 2.1; (iii) has submitted to SPUH his/her credentials as required by such policy; and (iv) is immunized in compliance with Section 7, Policy No. 7.6.

B. SPUH sponsors an accredited graduate medical education program for the purpose of educating and training interns, residents and fellow physicians, and wishes to appoint the House Officer to the Department of _____ (the "Department") to participate in the Residency Program, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Background, which is deemed to be incorporated into this Agreement, the mutual covenants and premises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party to the other, the Parties, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I **Appointment**

1.1. SPUH hereby employs the House Officer and appoints him/her to the Department to participate in the Residency Program and to provide professional medical services to SPUH's patients. The House Officer hereby accepts such appointment upon the terms and conditions set forth in this Agreement and shall provide such services under the supervision of SPUH's licensed physicians.

ARTICLE II **Duration of Appointment**

2.1. Term. The term of the House Officer's appointment under this Agreement (the "Duration of Appointment") shall begin on _____, **200__** and shall continue for a period of one (1) year, as described in Section 2, Policy No. 2.3, unless the Duration of Appointment is sooner terminated for the reasons set forth in Section 2, Policy No. 2.7. In accordance with such policy, prior to the expiration of the Duration of Appointment, SPUH shall provide the House Officer with written notice regarding whether SPUH intends to enter into a new House Staff Agreement with the House Officer.

ARTICLE III **House Officer Duties and Responsibilities**

3.1. Participation in the Residency Program. The House Officer shall, at all times, comply with the rules, regulations, policies and procedures of the Residency Program, the Department and SPUH, as may be established or modified from time to time by the program director of the Residency Program (the "Director"), the Chairman of the Department and/or SPUH, as appropriate, and which shall be made available for the House Officer's review upon request.

The House Officer's duties and responsibilities, including a description of the Residency Program and the requirements for participation in the Residency Program are described on Exhibit A. In addition, it is understood and agreed to by the Parties that such compliance by the House Officer shall not exceed the scope of practice guidelines of the NJBME, attached to and made a part of this Agreement as Exhibit B.

3.2. Scheduling of House Officer Work Duty Hours. SPUH shall structure faculty schedules, such that, the House Officer is provided with continuous supervision and consultation. The House Officer's educational rotation is attached to and made a part of this Agreement as Schedule 1. SPUH reserves the right to modify the House Officer's educational rotation in order to accommodate the needs of the Department. The House Officer shall, at all times, comply with Section 5, Policy No. 5.1 regarding duty hours.

ARTICLE IV **Moonlighting**

4.1. The House Officer agrees to devote substantially all of his/her professional time and best energies to SPUH, except to the extent outside business or professional activities are allowed under Section Five, Policy No. 5.2. Notwithstanding the foregoing, however, it is understood and agreed to by the House Officer that the House Officer shall abide by any and all restrictions on moonlighting that may be set forth in Department specific policies. It is further understood and agreed to by the House Officer that the professional liability insurance coverage provided by SPUH in accordance with this Agreement, is limited to those activities within the scope of the House Officer's participation in the Residency Program.

ARTICLE V **Compensation**

5.1. Throughout the Duration of Appointment, the House Officer's total compensation for services rendered shall be in the form of a salary payable in bi-weekly installments, less applicable withholdings and payroll taxes, at the annualized rate _____ Dollars (\$____,____.00).

ARTICLE VI **Benefits**

6.1. Leave of Absence. The House Officer shall be entitled to annual leave for (i) vacation; (ii) sick/disability leave; (iii) parental leave; and (iv) other leave, including, personal leave, in accordance with Section 1, Policy 1.4. The exact time of the House Officer's leave shall be scheduled by the Director and subject to the Department's staffing needs. Any compensation otherwise payable to the House Officer during his/her leave of absence, shall be reduced by the amount of any benefits paid to the House Officer during or for such period of sickness or other disability under any accident and sickness (disability income) policies where premiums are paid by SPUH covering the House Officer as a named insured. The amount otherwise payable to the House Officer shall also be reduced by any benefits received from State temporary disability programs, worker's compensation insurance, and Federal Insurance Contribution Act (Social Security) programs.

6.2. Health and Disability Insurance. SPUH shall offer the House Officer the same health and disability insurance program coverage as is generally provided from time to time to SPUH's full time employees, as further described in Section 1, Policy 1.1.

6.3. Counseling Services and Impaired House Staff. SPUH shall facilitate, as necessary, the House Officer's access to counseling, medical and psychological support services in accordance with Section 3, Policy Nos. 3.1 and 3.2.

6.4. House Staff Work Environment. SPUH shall provide the House Officer with sleeping facilities, food services, lab coats and certain support services, consistent with Section 2, Policy No. 2.6. In addition, the House Officer shall be governed by other policies which affect the House Officer's work environment, including, but not limited to, a policy regarding sexual and other types of harassment at Section 3, Policy No. 3.4.

6.5. Grievance Procedures and Due Process. SPUH shall provide the House Officer with Section 6, Policy No. 6.1, regarding the House Officer's right to address certain issues, including, (i) academic or other disciplinary actions that may be taken against the House Officer that could result in the dismissal of the House Officer; (ii) SPUH's decision not to enter into a new House Staff Agreement with the House Officer; (iii) other actions taken by SPUH that could

significantly threaten the House Officer's professional development; or (iv) complaints and grievances related to the work environment or issues related to the Residency Program, the Department or SPUH faculty.

6.6. Residency Program Closure/Reduction. SPUH shall provide the House Officer with Section 6, Policy No. 6.2, which specifies, (i) that if SPUH intends to reduce the size or closes the Residency Program, SPUH shall notify the House Officer as soon as possible based on the circumstances; and (ii) that in the event of such reduction or closure, SPUH shall (a) allow the House Officer to complete his/her educational rotation at SPUH; or (b) assist the House Officer in enrolling in another residency program accredited by the ACGME.

ARTICLE VII
Professional Liability Insurance

7.1. During the Duration of Appointment, SPUH shall maintain general professional malpractice liability insurance providing coverage for the House Officer in amounts determined from time to time by SPUH, which shall not be less than \$1 million per medical incident and \$3 million aggregate for each calendar year. Upon the House Officer's request, SPUH shall provide the House Officer with further information regarding SPUH's professional liability coverage for House Staff. To the extent not covered by professional liability insurance provided by SPUH, the House Officer shall indemnify, defend and hold SPUH and other individuals engaged by SPUH, harmless from and against any and all claims, suits or liabilities (including, but not limited to, reasonable attorneys' fees and costs), which are asserted against SPUH or such individuals, and arise from the actions or omissions of the House Officer.

ARTICLE VIII
Miscellaneous

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and shall be binding upon and inure to the benefit of the Parties and their respective successors in interest of any kind whatsoever, provided however, that the House Officer shall not be permitted to assign his/her rights or obligations under this Agreement. This Agreement may not be changed or altered, except by written mutual consent of the Parties. Notwithstanding the foregoing, however, it is understood and agreed to by the Parties that SPUH may amend this Agreement from time to time, as necessary, for its compliance with the laws, rules and regulations of any state, federal or accreditation agency having jurisdiction over SPUH and/or its Residency Program. Any and all notices and other correspondence required or permitted to be given under this Agreement shall be in writing and shall either be personally delivered or delivered by nationally-recognized overnight delivery or sent by United States certified or registered mail, return receipt requested, with full postage pre-paid to the address of the Party set forth above, and shall be deemed effectively given and received two (2) business days after mailing. If any provisions of this Agreement are or become invalid to any extent, the other provisions of this Agreement shall not be affected thereby. In the event of invalidity of a provision, the Parties hereby agree to accept a provision which reflects as closely as possible the intention of the invalid provision. This Agreement may be executed in several counterparts, one such counterpart for each Party and each copy of which shall serve as an original for all purposes, but all counterpart copies shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

House Officer

Date

Program Director

Date

Department Chair

Date

Designated Institutional Official

Date

List of Exhibits

- Exhibit A - General Responsibilities of House Staff (including Residency Program Description)
- Exhibit B - Scope of Practice Guidelines under the NJBME
- Exhibit C - Benefit, Condition Policy Reference Table as per ACGME Institutional Requirements
- Schedule 1 - House Officer's Educational Rotation Schedule

Sample

EXHIBIT A

GENERAL RESPONSIBILITIES OF HOUSE STAFF (WITH ATTACHED RESIDENCY PROGRAM DESCRIPTION)

Each House Officer shall take advantage of the educational opportunities offered at SPUH and provide medical treatment to SPUH's patients in a competent and caring manner. Moral, ethical and professional behavior is expected of the House Officer at all times. To meet these responsibilities, each House Officer, in general, must:

- (A) Develop a personal program of learning to foster continued professional growth, with guidance from SPUH's teaching staff;
- (B) Participate fully in the educational and scholarly activities of the Residency Program, and as requested by the Director, assume responsibilities for teaching and supervising other members of the House Staff;
- (C) Participate in appropriate SPUH committees and councils whose actions affect the House Officer's education and/or patient care; and
- (D) Submit to the Director at least annually, confidential written evaluations of the Residency Program's teaching staff, peers and of the House Officer's educational experiences.

In addition, each House Officer is expected to:

- (A) Attend and participate actively in all conferences and teaching rounds within the Department;
- (B) Render appropriate medical care to patients in a kind, caring manner under the supervision of the attending/consulting physician and to provide such care to all patients assigned, regardless of diagnosis or ability to pay;
- (C) Attend assigned clinics;
- (D) To be on time for all assignments;
- (E) Participate in any research projects and quality improvement activities of the Residency Program;
- (F) Respect the confidential nature of all information relating to hospital patients at SPUH, including all hospital records and test results;
- (G) Respect all SPUH property;
- (H) Document care and sign patient charts/ medical records in a timely manner and in accordance with the requirements of SPUH's Compliance Program and policies promulgated thereunder. Records for which House Staff are responsible must be completed and discharge summaries dictated on the day of or immediately after discharge;
- (I) Volunteer to serve as a member of various departmental and SPUH committees;
- (J) To apply cost containment measures in the provision of patient care;
- (K) Respond to pages on a timely basis;
- (L) Notify the Director if unable to attend scheduled activities for any reason whatsoever;
- (M) Maintain a professional appearance, comportment and conduct;
- (N) Assume progressive responsibilities as he or she gains experience;
- (O) Contribute to the overall success of the operation within the Department and SPUH;
- (P) Cooperate with nursing and support staff;
- (Q) Keep the Director informed of any special difficulties encountered in promptly and satisfactorily servicing patients and of any and all patient complaints relating to the scope, method or results of services performed;
- (R) Perform "other duties" as required by the Director;
- (S) Comply with any additional requirements set forth in the Residency Program policies and procedures, as applicable.

EXHIBIT C

Required Elements in Resident Contract
Per ACGME INSTITUTIONAL REQUIREMENTS

<u>Required Elements – II.D.4</u>	Where Required Elements exists for Residents' Review	
	<u>House Staff Agreement</u>	<u>GME Policy</u>
1. II.D.4.a - Resident responsibilities	Article III and Exhibit A.	Policy 2.4
2. II.D.4.b - Duration of appointment	Article II	Policy 2.3
3. II.D.4.c Financial support/Compensation -	Article V	
4. II.D.4.d.1 Conditions for reappointment	Article II	Policy 2.3
5. II.D.4.d.2 Resident's ability to implement grievance for contract Non Renewal	Article VI, Section 6.5.	Policy 6.1
6. II.D.4.e.1-2 - Grievance Policy	Article VI, Section 6.5	Policy 6.1
7. II.D.4.f.1-2 - Professional liability insurance	Article VII	Policy 1.1
8. II.D.4.g - Health insurance	Article VI, Section 6.2.	Policy 1.1
9. II.D.4.g - Disability insurance	Article VI, Section 6.2.	Policy 1.1
10. II.D.4.h.1-2 - Vacation, parental, sick or other leave	Article VI, Section 6.1	Policy 1.1, 1.4 & 1.5
11. II.D.4.h.1-2 - Effects of leaves on satisfying criteria for program completion	Article VI, Section 6.1	Policy 1.3, 1.4, 4.5
12. II.D.4.h.1-2 - Access to information related to eligibility for specialty board examinations.	Article VI, Section 6.4	Policy 4.5
13. II.D.4.i Duty-hour policies and procedures	Article III, Section 3.2	Policy 5.1
14. II.D.4.j.1-2 - Moonlighting	Article IV	Policy 5.2